



LEASEPLAN INSURANCE

CAR-INSURANCE POLICY

General Conditions

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I. REGULATION AND PROTECTION OF THE POLICYHOLDER

In accordance with Section 3 of Act No. 50/80 of 8 October 1980, those clauses of these General Conditions of the Car-Insurance Policy of LeasePlan Insurance that limit the Insured Party's rights are highlighted in this Policy and expressly accepted by the Policyholder.

I.1. Insurance company and control authority

Euro Insurances DAC trading as LeasePlan Insurance ("LeasePlan Insurance" or the "**Insurer**") is a designated activity company, registered in Ireland under the No. 222 618. with domicile at Ground Floor, Block C, Central Park, Leopardstown, Dublin 18, Ireland. The Insurer is authorised by the Central Bank of Ireland and regulated by the Department of Insurance and Pension Funds and the Spanish Ministry of Finance for the purpose of its freedom of service activity in Spain.

I.2. Insurance Mediator

Garanthia Plan, S.L., with CIF B84826130 (the "**Mediator**"), is the mediator of this insurance policy (the "**Policy**" or the "**Contract**"), as the exclusive insurance agent of the Irish insurance company LeasePlan Insurance. The Mediator is domiciled at Avenida de Bruselas 8, Alcobendas, 28108 Madrid, Spain and registered at the Commercial Registry of Madrid, Book 23340, Page 42, Section 8, Sheet M-416541 and at the Registry of Insurance Mediators, Reinsurance Brokers and their Directors of the General Directorate of Insurance and Pension Funds (Pº de la Castellana, 44, 28046 Madrid) under registry number L0329B84826130. This information can be consulted at the referred General Directorate of Insurance and Pension Funds, with the indicated registry number, as well as at its web page: www.dgsfp.mineco.es. The Mediator is an exclusive insurance agent and, as such, is contractually bound to undertake insurance mediation activities exclusively with LeasePlan Insurance.

I.3. Legislative Framework

This Contract is governed by the current motor insurance legislation, as amended, and established for the time being and amended from time to time in particular but not limited to the following:

- The Spanish Insurance Contract Act 50/1980, of October 8 (hereinafter, the "**Insurance Contract Act**").
- The Spanish Royal Legislative Decree 7/2004, of 29 October, on the legal framework of the Insurance Compensation Consortium (hereinafter, "**Royal Legislative Decree 7/2004**").
- The Spanish Act 20/2015, of 14 July, on Organisation, Supervision and Solvency of Insurance and Reinsurance Entities (hereinafter, LOSSEAR) and its provisions passed by the Spanish Royal Decree 1060/2015, 20 November, on Organisation, Supervision and Solvency of Insurance and Reinsurance Entities ("**ROSSEAR**").
- The Spanish Royal Decree 1507/2008, of 12 September, on civil liability and insurance for motor vehicles (hereinafter, "**RD 1507/2008**").
- The Spanish Order ECO 734/2004, of 11 March, on the Customer Services Departments and the Customer Ombudsman of Financial Companies, (hereinafter, "Order ECO/734/2004").

- The Spanish Royal Legislative Decree 8/2004, of 29 October, on civil liability and insurance for motor vehicles (hereinafter, “RLD 8/2004”).

The Insurance Contract Act shall prevail over any conflicting provision of this Contract unless the relevant provision of this Contract is more favourable to the Insured Party, in which case such provision of this Contract shall prevail and be deemed valid.

I.4. Protection of the Policyholder

Notwithstanding the possibility of taking legal actions, as regulated by the Spanish Order ECO 734/2004, the Policyholder, Insured Party, Beneficiary, damaged parties and their heirs are entitled to file claims or complaints in relation to the activities of the Insurer and the Mediator, which they deem abusive to detrimental of their legal rights and interests derived from the insurance policy, before the following bodies:

1. In all cases, with the Legal Risk and Compliance Department of LeasePlan Insurance, whose regulation is available at the Insurer’s offices and web page and at the offices of its claims representative in Spain. Such claims or complaints shall be settled within two months from the filing date, provided they have fulfilled all necessary formalities.
2. Before the Spanish Insurance Ombudsman (Comisionado para la Defensa del Asegurado) of the General Directorate of Insurance and Pension Funds. For the admission and processing of such claims or complaints with the Spanish Insurance Ombudsman, the customer shall prove the filing of a prior claim before the Legal Risk and Compliance Department of the Insurer and that such claim has been (i) rejected, (ii) rendered inadmissible or (iii) has not been settled by the Legal, Risk and Compliance Department within two months after its filing.

I.5. Personal data protection

The personal data of any nature (including, if applicable, health-related data) of the Policyholder, the Insured Parties, the Beneficiaries, the Drivers, the Owners and any Third Party, provided they are individuals, which have been specified by any of them to the Insurer regarding this Policy, will be processed under the control of the Insurer (and, if applicable, incorporated to databases controlled by it) for the following purposes (to be directly carried out by the Insurer or through its agents, brokers or auxiliaries):

(a) the implementation, performance and control of the Policy (including fraud prevention and control) and any processing authorised or imposed by law to the Insurer (under Irish or Spanish regulations or any other applicable legislation); in particular, this includes the disclosure of such data (health data inclusive) to reinsurers, as well as to common databases held by insurers according to articles 99.1. 99.7 and 100 of the Spanish Act 20/2015, of 14 July (i.e., for the settlement of insured events and the statistic actuary collaboration - *colaboración estadístico-actuarial* - in order to enable the pricing and the selection of risks and to prepare technical insurance reports as well as for insurance fraud prevention); and

(b) even after the termination of the Policy by any reason, if authorised by the data subject at any time, the sending by the Insurer (by any means, including electronic means such as the email or the SMS, fax and telephone calls, automatic or not) of information (including personalised marketing

materials according to the data subject's commercial profile) relating to the insurance and financial sectors.

The person subject to such data may exercise, at any time, his/her right to access, rectify or cancel his/her personal data or object to certain processing (such as those set forth under (b) above), he/she may address his/her request evidencing his/her identity to the Insurer at its registered address (i.e., Ground Floor, Block C, Central Park, Leopardstown, Dublin 18, Ireland) or to the other recipients' domicile herein identified regarding the processing controlled by each of them.

If either the Policyholder or an Insured Party provides the Insurer with any personal data of any individual (e.g., Beneficiary, Driver, Owner or Third Party), it must previously inform the data subject of the contents of the foregoing paragraph and comply with any other mandatory requirements that may be applicable for the legitimate disclosure of the personal data of this individual to the Insurer, in order that the Insurer shall not have to carry out any additional act vis-à-vis this individual (in particular, in terms of information or consent).

I.6. Notices and communications

All notices and communications derived from the present insurance Contract and sent by the Policyholder or Insured Party to the Mediator shall be deemed to be sent to the Insurer. However, the acceptance or rejection of those communications or notices which imply the modification of any insurance cover will be subject, in all cases, to the acceptance by the Insurer.

The communications and notices between the Policyholder or Insured Party and the Mediator or the Insurer shall take place by mail, telephone, electronically or by any other means agreed by the parties. However, any of the parties will be entitled to request them in written form.

Whenever the notices and communications of the Insurer or the Mediator to the Policyholder or the Insured Party take place in writing, they will be sent to the address indicated in the SCs. The rejected notices sent to such address, the certified notices refused and the notices which do not finally reach the Policyholder or Insured Party because of a change of address not notified with a prior notice of at least 30 days to the Insurer or to the Mediator will be deemed to be effectively made.

II. DEFINITIONS

Insured Vehicle: means –

- I. A vehicle identified in the SCs issued by or on behalf of the Insurer to the Policyholder; or
- II. A vehicle which has been approved in writing by or on behalf of the Insurer; or
- III. A vehicle covered by a certificate of insurance issued by or on behalf of the Insurer to the Policyholder.

Accessories:

any accessories and other embellishments (including but not limited to tapes, cassettes, compact discs, MP3 players and similar accessories, visual and sound reproducing equipment, DVD players, telephones, radar detection device, satellite navigation equipment or other communications device) and all other elements of enhancement or adornment to the Insured Vehicle.

Insured Accessories:

Accessories included as standard items during manufacture of the basic version of the Insured Vehicle and/or Accessories specified in the SC's for the Insured Vehicle.

Drink-Driving:

the Driver of the Insured Vehicle exceeding the legal alcohol limits established for the time being and from time to time. Driving under the influence of alcohol will be considered to have occurred when the Driver's blood alcohol levels exceed the legal limits established from time to time or when the driver is found guilty of a specific offence of driving under the influence of alcohol or, in the sentence handed down against him/her, this circumstance is included as one of the accident's concurring causes.

Insured Party:

the individual or legal person that is titleholder of the insured interest and therefore the undertaking of the rights and obligations arising under this Policy

Insurer:

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Beneficiary:

the individual or legal person having qualified for compensation under this Contract, either because this right has been transferred by the Insured Party or as provided by the Policy. With regard to the Driver's personal injuries cover: in case of death, the Beneficiaries will be those parties expressly designated as such by the Insured Party or, where no express designation has been made, the legal heirs of the Insured Party.

Driver: means -

- I. The person who, being legally qualified and having been authorised by the Owner, Insured Party or Policyholder, where s/he is not one of these parties, drives the Insured Vehicle or has it in his custody or under his responsibility at the time of the Insured Event; and
- II. The person who, being legally qualified and having been authorised by the person described in paragraph I above, drives the Insured Vehicle or has it in his custody or under his responsibility at the time of the Insured Event.

Deductible:

the sum undertaken by the Insured Party for each Insured Event to be deducted from the related indemnity payable by the Insurer under this Contract as specified in respect of the Insured Vehicle in the SCs for each of the risks covered for such vehicle.

Fire:

the combustion and burning by flame of the Insured Vehicle.

Policy:

the

document containing the General Conditions (“GCs”) of this Contract, the Special Conditions (“SCs”) that stipulates the risks covered for an Insured Vehicle, and any amendments, supplements or appendices that may be issued to complement or modify the Policy during the term of this insurance.

Premium:

the price of this insurance including any taxes or charges to be paid by the Policyholder to or on the account of the Insurer.

Owner:

the individual or legal person who owns the Insured Vehicle.

Insured Event:

Any event occurring during the Policy’s period of cover, the consequences of which are guaranteed under any of the covers subject to this Contract.

All personal injuries and material damages derived from a single event shall be considered as a single Insured Event.

Third Party:

Any individual or legal entity other than (i) the Insured Party; (ii) the Policyholder, the Driver and/or Owner of the Insured Vehicle; or (iii) any partners, managers, employees and persons who are, legally or in fact, depend on the Policyholder or the Insured Party, while acting within the scope of such dependency. Compulsory civil liability shall be governed by the applicable legislation from time to time.

Policyholder: the natural or legal person or entity who takes out the Policy with the Insurer.

Financial Value:

the financial value of the Insured Vehicle approved in writing by or on behalf of the Insurer.

Special Conditions:

the Special Conditions of the Policy issued or to ("**SCs**"): be issued by or on behalf of the Insurer to the Policyholder in respect of the Insured Vehicle.

Total Loss:

an Insured Vehicle is considered to be a Total Loss when (i) the Insured Vehicle is stolen and not recovered within 30 days of the theft or (ii) the Insured Vehicle is damaged and the Insurer considers that the cost of repairing the Insured Vehicle is non cost-effective or greater than 75% of its Financial Value.

III. GENERAL CONDITIONS APPLICABLE TO ALL COVERS**III.1. Contracting Parties**

Euro Insurances DAC trading as LeasePlan Insurance, Ground Floor, Block C, Central Park, Leopardstown, Dublin 18 (Ireland)) as the **Insurer**; and the **Policyholder**.

III.2. Object of this Contract

Insurance Contract whereby LeasePlan Insurance as Insurer undertakes, subject to receiving a Premium and provided an Insured Event has occurred, to indemnify the Insured Party and the Beneficiary, where appropriate, within the agreed limits, for the damage caused by such event in accordance with the terms of the GCs and the SCs.

III.3. Nature of the risk/Object of the insurance

The risks covered by this Insurance contract in respect of the Insured Party are each of the insurance covers expressly included in the SCs. Such insurance covers shall include one or more of the following covers:

- COVER A:** Compulsory civil liability
- COVER B:** Voluntary civil liability
- COVER C:** Glass
- COVER D:** Own damage of the vehicle
- COVER E:** Fire
- COVER F:** Hail
- COVER G:** Theft
- COVER H:** Driver's personal injuries
- COVER I:** Legal Defence and Damage Claims

III.4. Scope of the cover

As indicated for the separate types of cover under these General Conditions (“GCs”) and subject to the provisions under the SCs for the Insured Vehicle.

III.5. Applicable Law

This Contract is subject to and shall be governed by the laws of Spain.

Dispute Resolution

Provided that nothing prevents the arbitration of a dispute, the Contracting Parties expressly agree that any differences arising from this Contract shall be subject to arbitration in accordance with the following rules:

The Contracting Parties expressly waive the jurisdiction of the courts and agree to submit any dispute, matter or incident which may arise between them in relation to this Policy to arbitration, which shall be ruled in accordance with the provisions of the Arbitration Law, 60/2003 of 23 December.

The number of arbitrators shall be three (3). Each Contracting Party shall appoint an arbitrator within fifteen (15) days following commencement of the arbitration. The two (2) arbitrators so appointed shall select by mutual agreement the third arbitrator, who shall act as Chairman of the Arbitration Tribunal. If, within thirty (30) days following appointment of the second arbitrator, the two arbitrators have not reached agreement on the selection of the arbitrator-chairman or any of the Contracting Parties have not designated an arbitrator in accordance with the foregoing, judicial formalization of the arbitration shall take place.

Arbitration shall be held in Madrid. The date of commencement of the arbitration shall be the date on which the request for arbitration has been received by the defendant party. The Arbitration Tribunal shall direct the arbitration as it considers most appropriate to the circumstances of the dispute.

The Contracting Parties hereby undertake to adopt a procedural attitude of good faith and comply with arbitration decisions and awards, without prejudice to the legal appeals at their disposal.

The arbitrators shall issue the arbitration award within six (6) months following the commencement of the arbitration. Such award shall be recorded in writing and must be signed. The signature of the majority of the Arbitration Tribunal shall suffice or, as the case may be, of the Chairman thereof. The award must be accompanied by a statement of reasons. At the request of any the Contracting Parties the award may be signed before notary public.

Expenses deriving from the arbitration proceedings shall be borne by the Contracting Parties in equal parts, and own expenses of the Contracting Party shall be borne by the Party accruing them. The Contracting Parties further expressly declare their commitment to comply with the arbitration award issued.

III.7. Territorial Limits (Applicable to all Covers)

1. The covers for own damages, fire, theft, glass, driver's personal injury, and hail are applicable throughout the territory of the European Economic Area, in those member States of the Multilateral Guarantee Agreement and in any of those countries included for the time being and from time to time in the scope of the International Insurance Certificate (Green Card) which is annually provided to the Policyholder, other than those specifically excluded in the above mentioned International Insurance Certificate (Green Card).
2. The compulsory civil liability cover will have effect:
 - a. In Spain, up to the quantitative limits established by the applicable legislation from time to time.
 - b. When the Insured Event occurs abroad but within the territory of the European Economic Area, in those member States of the Multilateral Guarantee Agreement and in any of those countries included for the time being and from time to time in the scope of the International Insurance Certificate (Green Card) which is annually provided to the Policyholder, other than specifically excluded in the above mentioned International Insurance Certificate (Green Card). This cover is provided within the limits and conditions established as mandatory under the legislation of the State in whose territory the Insured Event takes place. However, if the claim occurs in a Member State of the European Economic Area, the cover limits established in the Spanish legislation will apply, if they are higher than those in force in the State where the Insured Event occurs.
3. The scope of voluntary civil liability shall be extended up to all of the Spanish geography.

III.8. Conclusion, contract documents and duty to declare risk

a. Form

This Insurance Contract and any amendments or additions shall be formalised in writing. The Insurer is obliged to deliver the Policy to the Policyholder.

b. Commencement of the insurance

The insurance provided for the Insured Vehicle by the Policy shall come into effect on the date and at the time indicated in the SCs of the Policy, provided that, unless otherwise agreed, the Insurer has received the first Premium payment.

c. Declaration of risk

The Policyholder is obliged, before entering into the Policy, to declare to the Insurer any circumstances of which the Policyholder is aware that may affect the Insurer's assessment of the risk.

The Insurer may terminate the Policy by giving notice in writing to the Policyholder within one month of determining the existence of any information withheld or inaccurately declared by the Policyholder. The Insurer shall be entitled to receive the Premium corresponding to the period up to the date of such termination of the Policy.

If an Insured Event occurs before the Insurer terminates the Policy, the Insurer shall be entitled to reduce the amount of any indemnity payable under the Policy in proportion to the difference between the agreed Premium and the premium the Insurer would have applied if the true facts of the risk had been known and in the case of intentional misconduct or gross negligence by the Policyholder or the Insured Party, the Insurer shall not be obliged to pay any indemnity under the Policy.

d. Aggravated risk

The Policyholder shall inform the Insurer as soon as possible if at any time during the term of the Policy any factors or circumstances arise that may aggravate the risk and which had they been known by the Insurer when the Policyholder applied for the Policy, and therefore the Insurer would not have issued the Policy, or would have entered into the Policy under more onerous conditions.

The Insurer may:

- I. Amend the Policy within two months following the date from the statement of such aggravation. In this case, the Policyholder shall either accept or reject such amendment in writing within fifteen (15) days from its receipt. If the Policyholder rejects the amendment or fails to respond within the aforementioned deadline, the Insurer may terminate the Policy by giving notice to the Policyholder granting a further deadline of nine (9) days, after which, within the following eight days, notice shall be given to the Policyholder of the definitive termination; or
- II. Terminate the Policy by giving written notice to the Policyholder within one month following the date from which the Insurer became aware of the aggravation of the risk. If the Policyholder fails to make such declaration and an Insured Event occurs, the Insurer shall not be obliged to indemnify the Insured Party if the Policyholder or Insured Party has acted in bad faith. Otherwise, the Insurer shall be entitled to reduce the amount of any indemnity payable under the Policy in proportion to the difference between the agreed Premium and the premium the Insurer would have applied if the true extent of the risk had been known.

III.9. The Contracting Parties' obligations and duties

a. Payment of the Premium

The Policyholder is obliged to pay the Premium to or on the account of the Insurer.

If the payment of the Premium has not been stipulated in the SCs, it shall be understood that these payments shall be made at the domicile of the Policyholder. The payment of the Premium by standing order may be agreed between the Parties, in which case the Policyholder will provide the Insurer with the necessary information, giving the appropriate orders to this end to the bank. The Premium will be considered as having been paid on its due date, except where the relevant amount cannot be transferred to the account of the Policyholder, as a result of insufficient funds. In this case, the Insurer will notify the Policyholder by certified mail.

If the Policyholder does not pay the Premium within six months of the date the Premium was due, the Contract shall be understood to have been automatically terminated. In this case, the Parties shall enter into a new insurance policy and pay the Premium corresponding to the new policy.

b. Notice of claim

The Policyholder, the Insured Party or the Beneficiary shall give notice to the Insurer any Insured Event within seven days, and the Insured shall be entitled to claim indemnity for any damages sustained by such resulting from the breach of the obligation to give notice.

When the Insurer receives notice from a Third Party of an Insured Event that has not been notified to the Insurer by the Policyholder or Insured Party, the Policyholder must within five (5) days from the date written notice by the Insurer of the Insured Event, confirm or deny the existence of the Insured Event. Such notice shall include full details of the circumstances and consequences of the Insured Event. The Insurer shall be entitled to file a claim for sustained by the Insurer as a result of any failure or delay by the Policyholder to so notify the Insurer and, in the event of any gross negligence or fraud on the part of the Policyholder or Insured Party, the Insurer shall not be obliged to pay any indemnity under this Policy.

c. Action in case of an Insured Event

If the Insured Party fails to use every means available to minimise the consequences of an Insured Event, the Insurer shall be entitled to reduce the amount of any indemnity payable under the Policy in proportion to any damage suffered by the Insurer as a result of such failure.

If such a failure is deliberate and intended to harm or deceive the Insurer, the Insurer shall not be obliged to pay any indemnity under the Policy.

d. Valuation of damages for Own-damage, Fire, Theft and Hail cover

The Insurer shall commence the valuation of the damages to the Insured Vehicle within three days of the date the Insured Vehicle is put at the disposal of the Insurer to assess the damages.

The valuation of the damage shall be made as follows:

- In the case of Total Loss of the Insured Vehicle, the sum to be indemnified by the Insurer under the Policy shall be the Financial Value of the Insured Vehicle after deducting the value approved by the Insurer in relation to the remaining of the Insured Vehicle, if the Insurer has agreed that the Insured Vehicle will remain in the ownership of the Owner. Unless so agreed by the Insurer, the Insured Vehicle and all salvage therein shall be the property of the Insurer.
- If the Insured Vehicle is not a Total Loss, the sum to be indemnified by the Insurer under the Policy shall be the cost of repair or replacement works approved by the Insurer as being payable under the terms of the Policy. The amount of the compensation payable cannot exceed the Financial Value of the Insured Vehicle.

If no agreement can be reached in respect of the repair/replacement cost within 40 days following notice to the Insurer of the Insured Event, each Contracting Party shall designate an adjuster within further eight days and if a Contracting Party fails to make such designation within such time period the opinion of the other Contracting Party's adjuster shall be deemed to have been accepted. If the adjuster does not agree, the Contracting Parties shall designate a third adjuster by agreement or judicial

designation. That third adjuster's decision shall be binding upon the Contracting Parties and all Insured Parties unless judicially objected within 180 days (for the Policyholder or the Insured Party) or 30 days (for the Insurer), following the date of notice of the opinion. If not so objected the Insurer shall pay the repair/replacement cost determined by the third investigator. **In the event of such objection, the Insurer will be obliged to pay the minimum sum to which it would be obliged, according to the circumstances known by the Insurer until the outcome of the judicial objection has been determined.**

e. Right to compensation

The Insurer shall pay any indemnity arising under this Policy immediately upon the completion of the investigations and expert valuations necessary to assess the claim, its extent, and the amount of any payable indemnity.

If within three months of the date on which the Insurer should have paid the indemnity arising from the payment under the Policy the Insurer has failed to do so, then the amount of the indemnity shall be increased by the interest rate charges legally stipulated at the time.

If the Insurer decides to reject a claim in accordance with the terms of the Policy, written notice shall be given by the Insurer to the Insured Party within ten (10) days of the awareness of the grounds upon which such rejection was based, explaining the reasons thereof.

If the Insurer has made a payment to or for the account of the Insured Party in advance and on account of an indemnity that may be payable under the Policy and the Insurer later legitimately rejects the claim in accordance with the terms of the Policy, the Insurer shall be entitled to claim for such advance payment from the Insured Party and to set off such payment against any further indemnity that may arise for payment by the Insurer to such Insured Party under the Policy.

f. Term and expiry of the contract

The period for which the indemnity provided by the Policy shall apply is the term specified in the SCs for the Insured Vehicle. Upon expiry of the period indicated in the SCs, the Policy will be understood to have been extended for a period of one year henceforth, upon expiry of each insurance year. In any event, the term of the Policy shall not exceed 10 years.

If either Contracting Party does not wish to renew the Policy on the expiry of the term specified in the SCs for the Insured Vehicle, such party must notify the other party in writing 30 calendar days prior to such date of expiry or within any greater period of notice required for the time being or from time to time under Spanish law.

The Policy will be understood to have been automatically terminated upon termination of the leasing agreement or fleet management agreement to which the Policy is associated.

g. Variation of the premium

The applicable Premium to each of the extensions of this Policy shall be the result of the summing up the insured quantity to the tariffs that, based on technical and actuarial criteria, the Insurer has established from time to time. The Insurer will also take into account the modification of covers and the aggravation or reduction of risks. In addition, for the calculation of the Premium, the claims ratio history in the previous years of insurance.

The Insurer, before the expiry of the insurance policy and according to the legislation in force, will communicate the new applicable Premium to

the renewal insurance period, by written notice at the Policyholder's address.

In this regard, unless otherwise instructed by the Policyholder before the beginning of the renewal insurance period, payment of the premium will be taken as acceptance of the renewal conditions and the GCs will be renewed for an additional year.

IV. COVERS

A. COMPULSORY CIVIL LIABILITY

A.1. Scope of the cover

Under this cover, the Insurer guarantees, up to the quantitative limits established under the current legislation, to pay indemnities derived from the Insured Events in which the Insured Vehicle is involved and which cause damages or injuries to people or property that may be claimed under the applicable legislation. The compulsory civil-liability insurance provided by the Policy shall cover the cost of the following:

1. The liability of the Driver of the Insured Vehicle under the LOSSEAR, the Spanish RD 1507/2008, Article 1902 of the Civil Code and Article 109 of the Spanish Penal Code for any damages caused to the person or property of a Third Party as a consequence of an Insured Event caused by the Driver's driving the Insured Vehicle.
2. The liability of the Owner under the LOSSEAR, the Spanish RD 1507/2008, Article 1902 of the Civil Code and Article 109 of the Spanish Penal Code for any damage caused by the Driver of the Insured Vehicle to the person or property of a Third Party as a consequence of the Driver's driving the Insured Vehicle causing an Insured Event and being the Owner associated with the driver by any of the relationships regulated under Article 1903 of the Spanish Civil Code and Article 116 of the Spanish Criminal Code.

For indemnity for personal injury, the Insurer, subject to the limits set forth for compulsory civil liability, must compensate individuals for any injuries caused, except where it can prove that said injuries were due solely to the behaviour or negligence of the injured party or to force majeure unrelated to the driving or operation of the Insured Vehicle. Force majeure shall not include defects in the Insured Vehicle or the breakage or failure of any of its parts or mechanisms.

For indemnity for damages to goods, the Insurer, subject to the limits applicable for compulsory civil liability, will compensate parties for any damage for which the Driver of the Insured Vehicle is liable pursuant to the terms of article 1902 of the Spanish Civil Code, RLD 8/2004, Insurance Contract Act and any other applicable legislation.

A.2. Exclusions

In addition to the exclusions applicable to all covers indicated in Section V of the Policy Conditions and any other exclusion applicable by law, the compulsory civil liability insurance provided by the Policy shall not cover the following:

- **Damage caused to the person or property of the Driver of the Insured Vehicle.**
- **Damage to the Insured Vehicle and damage to the objects it is carrying and to property owned by the Policyholder, Insured Party, Owner, Driver or the spouse of or relative up to the third**

degree of consanguinity by blood or kinship with any of the aforementioned persons.

- **Personal injuries and material damages caused when the Driver is driving under the influence of alcohol, toxic drugs, narcotics or psychotropic substances. Without prejudice to the Insurer's right of take legal actions against the Insured Party, this exclusion shall not apply to the injured party.**
- **Body injuries or material damages caused by the driving of the Insured Vehicle by a person who has stolen it. For this purpose, the Insured Vehicle shall have been stolen if a theft of the Insured Vehicle within the meaning of the Spanish Penal Code (Theft and Deprivation of Use, sections 237 & 244) has occurred. In the event of such thefts, the provisions of the Spanish Royal Legislative Decree 7/2004 shall apply.**
- **Costs arising from any legal action taken, defended or managed by the Insured Party without the express written consent of the Insurer, or the amount by which any indemnity for costs covered by the compulsory civil liability insurance provided by the Policy is increased as a direct consequence of the Policyholder, Insured Party, Owner or Driver, as the case may be, failing to collaborate fully with the Insurer as required for the Insurer's management of any such proceedings.**
- **Taxes or other fiscal payments in respect of submitting public or private documents to official bodies.**
- **Costs of any legal proceedings concerning issued not covered by the insurance provided by the Policy.**

A.3. Insurer's undertaking regarding a Third Party's damages

Notwithstanding the Insurer's right to take legal actions, the Insurer shall not oppose before a Third Party any exclusion from the cover, agreed or not, other than those expressly foreseen in the law. In particular, it shall not apply any exclusion concerning the use or driving of the Insured Vehicle without a driving licence, or in breach of legal technical regulations regarding the Insured Vehicle's safety, or illegitimately, or without the express or tacit authorisation of the Owner (other than unauthorised use amounting to theft within the meaning of the Spanish Penal Code (Theft and Deprivation of Use, sections 237 & 244).

A.4. Insurer's right to claim reimbursement

If the Insurer is required to pay indemnity to a Third Party under the compulsory civil liability cover of the Policy in any other events not covered by the Policy, as indicated in Clauses A.2 and V of these GCs, the Insurer, after paying such indemnity, shall be entitled to the reimbursement of the amount of that indemnity from the Policyholder or Insured Party who shall be jointly and severally liable for such amount.

B. VOLUNTARY CIVIL LIABILITY

B.1. Scope of the cover

The voluntary civil liability insurance provided by the Policy shall cover within the limits specified in the SCs for the Insured Vehicle and the general exclusions applicable to these policy conditions, the cost of the following:

1. The payment of compensation for which the Insured Party is declared liable in excess of the limit of the compulsory civil liability

insurance of this Policy as a result of damage caused to a person or property of a Third Party by the driving of the Insured Vehicle.

2. The amount of any deposit imposed by the courts upon the Insured Party pending a decision of the courts as to the final liability of the Insured Party for the damages caused to a person or property of a Third Party by the driving of the Insured Vehicle.

B.2. Extension of voluntary civil liability

Cover is extended, within the limits specified in the SCs for the Insured Vehicle, to:

- Damages to persons or property of a Third Party caused by fire or explosion of the Insured Vehicle when stationary.
- Proper towing of a caravan or trailer by an Insured Vehicle that is a private car or van, provided that the weight of the caravan or trailer does not exceed 750 Kg.
- Costs incurred for cleaning the interior of the Insured Vehicle and clothing of its occupants as a result of using the Insured Vehicle to transfer an accident victim.

B.3 Exclusions applicable to Voluntary Civil Liability insurance

In addition to the exclusions applicable to all covers indicated in Section V of the Policy Conditions and to any other exclusions applicable by law, the voluntary civil liability cover of this Policy shall not cover the following:

- **Damage caused to the property of an employee of the Insured Party, Policyholder, Owner or Driver.**
- **Damage caused by the unauthorised removal of the Insured Vehicle (not constituting theft of the Insured Vehicle within the meaning of the Spanish Criminal Code (Theft and Deprivation of Use, sections 237 & 244).**
- **Damage caused to the person or property of the Driver of the Insured Vehicle, and to property of the Policyholder, Insured Party, Owner or the spouse of or relative up to the third degree of blood relationship or kinship with any of the aforementioned persons.**
- **Damage to the Insured Vehicle or to the objects being carried therein or on the Insured Vehicle.**
- **Body injuries or material damage caused by the driving of the Insured Vehicle by a person who has stolen it. For this purpose, the Insured Vehicle shall have been stolen if a theft of the Insured Vehicle within the meaning of the Spanish Criminal Code (Theft and Deprivation of Use, sections 237 & 244) has occurred. In cases of such theft the provisions of Spanish Royal Legislative Decree 7/2004 shall apply.**
- **Costs of any legal action taken, defended or managed by the Insured Party without the express written consent of the Insurer, or the amount by which any indemnity for costs covered by the compulsory civil liability insurance provided by the Policy is increased as a direct consequence of the Policyholder, Insured Party, Owner or Driver, as the case may be, failing to fully collaborate with the Insurer as required for the Insurer's management of any such proceedings.**

- **Damage caused by Drink-Driving of the Insured Vehicle or driving of the Insured Vehicle while under the influence of drugs, narcotics or psychotropic substances.**
- **Taxes or other fiscal payments concerning the issuance of public or private documents to official bodies.**
- **Costs of any legal proceedings concerning matters not covered by the insurance provided by the Policy.**

APPLICABLE TO VOLUNTARY AND COMPULSORY CIVIL LIABILITY (COVERS A AND B)

Subject to the exclusions established in the Policy, the Insurer shall bear the cost of the following:

- Payment of bail bonds required by courts to guarantee the liability of the Insured Party or the Driver, up to the limit of 1,500.00 euros.
- Defence of the Insured Party in any legal proceeding arising from an Insured Event included in Covers A and B of the Policy, the Insurer shall undertake at its own expense, unless otherwise agreed, the legal management of the defence vis-à-vis the claims of the injured party, appointment of the lawyers and court attorneys to defend and represent the Insured Party in any legal action brought against him/her in claims for liability covered under this Policy, even when such claims have no grounds. The Insurer will assume the management of all such proceedings and therefore, will appoint and pay the cost of the lawyers and court agents in charge of undertaking the legal defence.

C. GLASS

C.1. Scope of the cover

The Policy shall cover, within the limits specified in the SC's for the Insured Vehicle and the general exclusions applicable to these policy conditions, damage to the Insured Vehicle consisting of breakage of front or rear windscreens, door glass or quarter lights on the Insured Vehicle if such breakage is the result of an external, violent, sudden cause against the will of the Owner or Driver when the Insured Vehicle is being driven, is stationary or being transported. The Insurer guarantees the repair or replacement of the glass, depending on the case, according to the Criteria for the valuation of damages indicated in Clause III.9.d.

C.2. Exclusions

In addition to the exclusions applicable to all covers indicated in Section V of the Policy Conditions, the glass cover of the Policy shall not cover the following:

- **Damage to glass (other than front or rear windscreens, door glass or quarter lights on the Insured Vehicle), plastic, lenses, lampshades, interior and exterior mirrors and sliding or removable sun roofs.**
- **Damage consisting of scratches caused by normal wear and tear of the Insured Vehicle.**
- **Damage consisting of imprints, impact damage or other surface marks that do not constitute full or partial breakage and do not impede normal visibility.**

D. OWN VEHICLE DAMAGE

D.1. Scope of the cover

The Policy shall cover, within the limits specified in the SCs for the Insured Vehicle and the general exclusions applicable to these GCs, damage to the Insured Vehicle as a result of an external, violent, sudden cause against the will of the Owner or Driver when the Insured Vehicle is being driven, is stationary or is being transported.

The indemnity provided for this cover shall be limited by any Deductible agreed between the Contracting Parties and specified in the SCs for the Insured Vehicle. Any such Deductible shall be applicable to each claim individually, regardless of whether more than one claim is indemnified at the same time. The Policyholder shall be directly liable for such Deductible for each claim and the amount of any payable indemnity by the Insurer shall be correspondingly reduced.

D.2. Exclusions

In addition to the exclusions applicable to all covers indicated in Section V of the Policy Conditions, the own damages cover of the Policy shall not cover the following:

- **Damage caused by normal wear and tear, gradual depreciation or defects or the modification of electrical installations not endorsed by the manufacturer.**
- **Damage caused by freezing of engine coolant.**
- **Damage caused by objects being carried in or on, loaded in or on, or unloaded from the Insured Vehicle.**
- **Damage only to the tyres (including inner tubes) of the Insured Vehicle or to the balance of a wheel or wheels of the Insured Vehicle's wheels.**
- **Damage to objects being carried in or on, loaded in or on, or unloaded from the Insured Vehicle or to Accessories unless they are Insured Accessories.**
- **Damage caused by any trailer, caravan or Accessories that are not Insured Accessories and any damage suffered by any objects being carried in or on, loaded in or on, or unloaded from any trailer or caravan.**

E. FIRE

E.1. Scope of the cover

The Policy shall cover, within the limits specified in the SCs for the Insured Vehicle, damages to the Insured Vehicle as a result of fire or explosion, regardless its cause, including damages affecting the electrical installation and devices of the Insured Vehicle as a result of short-circuits and self-combustion, even if no fire is involved, provided that such damage to the electrical installation and devices derive from electrical failures.

E.2. Exclusions

In addition to the exclusions applicable to all covers indicated in Section V of the Policy Conditions, the fire cover of the Policy shall not cover the following:

- **Damage to objects being carried in or on, loaded in or on, or unloaded from the Insured Vehicle or to Accessories unless they are Insured Accessories.**
- **Damage caused by the Fire of the Insured Vehicle when it has been caused due to gross negligence or fraud of the Insured Party, the Policyholder or the Driver of the Insured Vehicle, or by Insured Events covered by the Insurance Compensation Consortium.**

F. HAILSTORM DAMAGES

F.1. Scope of the cover

The Policy shall cover, within the limits specified in the SCs for the Insured Vehicle and the general exclusions applicable to these GCs, damages to the Insured Vehicle are a direct and immediate result of a sudden hailstorm when the Insured Vehicle is being driven, is stationery or is being transported.

F.2. Exclusions

In addition to the exclusions applicable to all covers indicated in Section V of the Policy Conditions, the Hailstorm Damage cover of the Policy shall not cover the following:

- **Damage exclusively to the tyres (including inner tubes) of the Insured Vehicle or to the balance of a wheel or wheels of the Insured Vehicle's wheels.**
- **Damage to objects being or accessories carried in or on, loaded in or on, or unloaded from the Insured Vehicle or to Accessories unless they are Insured Accessories.**

G. THEFT

G.1. Scope of the cover

The Policy shall cover, within the limits specified in the SCs for the Insured Vehicle, theft of the Insured Vehicle or its Insured Accessories and any damage caused to the Insured Vehicle or its Insured Accessories as a result of such theft or while in the possession of the person who has committed such theft. For this purpose, theft shall have the meaning provided by the Spanish Penal Code (Theft and Deprivation of Use, sections 237 & 244, as amended) and shall be deemed to have occurred when the Insured Vehicle has been unrecovered for a period of 30 days following its removal.

G.2. Exclusions

In addition to the exclusions applicable to all covers indicated in Section V of the Policy Conditions and the applicable law, the theft cover of the Policy shall not cover the following:

- **Theft of the Insured Vehicle if the Insured Vehicle is recovered within 30 days of its removal.**
- **Theft that would not have occurred but for the gross negligence of the Policyholder, Owner or Driver.**
- **Theft committed by relatives cohabiting with the Policyholder, Owner or Driver or their dependents or employees or Theft committed by relatives acting as accomplices who cohabiting with the Policyholder, Owner or Driver or their dependents or employees.**
- **Theft of keys if they were the only item taken from the Insured Vehicle. For this purpose, "keys" shall include magnetic or perforated cards and remote controls or similar instruments.**
- **Damage to any Accessories unless they are Insured Accessories and any object being carried in or on, loaded in or on or unloaded from the Insured Vehicle.**

G.3. Reporting theft

The theft of the Insured Vehicle or any of its Insured Accessories must have been reported to the police or other relevant authorities, citing the name of the Insurer, as soon as possible following the theft.

G.4. Effects of recovering the vehicle

The sum to be indemnified by the Insurer under the Policy in respect of the theft of the Insured Vehicle amounting to a Total Loss shall be the Financing Value of the Insured Vehicle reduced by the salvage value approved by the Insurer, provided the Insurer has agreed that the Insured Vehicle will remain in the ownership of the Owner. Unless otherwise agreed by the Insurer, the Insured Vehicle and all salvage therein shall be the property of the Insurer. If the Insured Vehicle is recovered before 30 days following the date of its removal, the Insurer shall not be obliged to pay any indemnity in respect of the theft of the Insured Vehicle and the Insured Vehicle shall then remain the property of the Insured Party.

For the purposes of this section of the Policy, the recovery date of the Insured Vehicle shall be understood to be the day upon which it is made available to the Policyholder, Owner, Driver or Insurer by the police or other relevant authorities.

H. DRIVER'S PERSONAL INJURY

H.1. Scope of the cover

The Policy shall cover, within the limits specified in the SCs for the Insured Vehicle, personal injuries or death of the Driver of the Insured Vehicle caused by an Insured Event **not involving a Third-Party subject to claim, according to the following provisions:**

H.2. Death

The indemnity payable for death of the Driver shall be the amount specified in the SCs for the Insured Vehicle and will be paid to the Beneficiaries designated by the Insured Party (or his/her legal heirs, in case no Beneficiaries have been designated).

The Insurer shall not be obliged to make any payment of indemnity under this Section of the Policy unless and until the following documents have been provided to the Insurer:

1. **Death certificate of the Driver**
2. **Certificate from the General Registry of Wills and if any, a copy of the last will and testament and any other documents accrediting the legal status of the beneficiary or beneficiaries of the Driver**
3. **If no will can be presented, an ab intestato statement of heirs of the Driver**
4. **Certificate from the relevant tax authority confirming payment of or exemption from Inheritance Tax in respect of the payable indemnity by the Insurer.**

H.3. Permanent disability

If, as a consequence of the injuries sustained in the accident, the Driver suffers a permanent disability, he/she must submit a medical certificate as proof of this, according to the terms set out in the following paragraph, if he/she has not been treated or examined by a Doctor designated by the Insurer.

The Insurer shall determine the percentage of permanent disability based on the contents of the aforesaid certificate, after the Driver has undergone any medical examinations deemed necessary, or based on the medical report issued by the aforementioned Doctor, applying the following table:

- **PERCENTAGE 100%:** waking coma; quadriplegia; paraplegia; post-traumatic dementia; amputation or total loss of function of two limbs or both hands.
- **PERCENTAGE 80%:** total blindness; severe and moderate quadriparesis and paraparesis with overall muscle balance (2-3/ 5); severe hemiparesis with overall muscle balance (2/5); amputation or loss of function of both feet; ankylosis of both hips, both shoulders or one hip and one shoulder simultaneously; bilateral cerebellar syndrome.
- **PERCENTAGE 60%:** amputation or loss of function of one limb; amputation of one hand; amputation of one foot; unilateral cerebellar syndrome; temporomandibular joint ankylosis with difficulty for speech and fluids transit; total deafness; mild quadriparesis with overall muscle balance (4/5); moderate hemiparesis with overall muscle balance (3/5); Brown-Séquard syndrome; sciatic nerve palsy; aphasia.
- **PERCENTAGE 40%:** S1-S5 transverse spinal cord syndrome (sphincter disturbances); mild hemiparesis and quadriparesis with overall muscle balance (4/5); dysphasia; anterograde amnesia; ataxia; apraxia; organic personality syndrome; inferior hemianopsia; complete bitemporal or lateral homonymous hemianopsia; loss of vision in one eye; ankylosis of the hip or shoulder; amputation of the thumb; amputation of the other four fingers; pseudarthrosis of the femur or tibia; long bone osteomyelitis with active infection; median nerve palsy; common peroneal nerve palsy; very severe scoliosis or kyphosis; persistent labyrinthine vertigo.
- **PERCENTAGE 20%:** frontal lobe syndrome; severe temporomandibular joint stiffness; pseudarthrosis of the humerus; lower limb shortening by more than 5 cm; amputation of the five toes on one foot; bilateral lumbosciatica with demonstrable post-traumatic organ damage; more than 50%

restriction of overall spine mobility; narrow pelvis (birth not by natural method); splenectomy with haematological impact; avascular necrosis of the hip; total or partial prosthesis of the hip, shoulder or knee; 50% restriction of hip or shoulder mobility; ankylosis of the shoulder which cannot be bent at more than 60°; inability to bend knee above 90°; radial nerve palsy or ulnar nerve palsy; median or sciatic nerve paresis; deafness in one ear.

- PERCENTAGE 10%: neck pain with brachial irradiation; ankylosis of the wrist; ankylosis of the ankle; triple arthrodesis of the foot; pseudarthrosis of the ulna or radius; post-traumatic arthrosis of the knee or hip; lower limb shortening by 3 or 4 cm; rupture of the knee's cruciate or lateral collateral ligaments, operated or otherwise, but with symptoms; excision of the patella; traumatic club foot; radial, ulnar or common peroneal nerve paresis.
- PERCENTAGE 5%: scapulohumeral peri-arthritis; patellar chondropathy; radial head amputation; genu valgum or varus; severe dorsalgia or lumbago with restricted mobility; splenectomy without haematological impact; lower limb shortening by less than 1 or 2 cm.

The following principles shall be considered when applying the table:

- a) The percentages for types of disabilities not explicitly specified on the table shall be determined by comparing them with other similar ones that appear on it.
- b) The existence of several types of disability resulting from the same accident shall be determined by accumulating the percentages, up to a maximum of 100 %. For this purpose, they shall not be considered different types of disability when they are included under others that have already been specified.
- c) The sum of the percentages for several types of disability affecting the same limb or organ may not exceed the percentage established for the total loss of such limb or organ.
- d) No form of aesthetical disfigurement shall be qualified for compensation as permanent disability.
- e) If, prior to the accident, a limb or organ that was affected had undergone amputations or presented functional limitations, the percentage shall be determined according to the difference between the pre-existing disability and that resulting from the accident.

The Insurer shall set the amount of compensation by applying the percentage determined as established above over the amount stipulated in the Special/Particular Conditions for the Insured Vehicle.

The Insurer shall inform the insured of the amount of compensation to which he/she is entitled and, if accepted, it shall be paid within 5 days.

If the Driver and the Insurer do not agree on the percentage of disability determined or on the compensation, each party shall appoint an adjuster and, in the absence of such designation by one party, the other party shall request that it does so within 15 days and, if not, the report by the adjuster who was appointed shall be deemed to have been accepted.

H.4. Medical expenses

Medical expenses (doctors' fees and pharmacy and hospital costs) derived from the medical treatment of personal injury of the Driver, up to the limit fixed under the SCs for the Insured Vehicle, (excluding any expenses to be assumed by the Insurer under any public or private healthcare agreements), provided such costs are incurred during the period of **365 days following notification of the claim to the Insurer**.

H.5. Exclusions

In addition to the exclusions applicable to all covers indicated in Section V of the Policy Conditions and any other applicable law, the Driver's Personal Injury Cover of the Policy shall not include the following:

- **Damage caused by driving in the opposite direction or in a prohibited direction which constitutes a breach of the Highway Code or other road traffic legislation constituting an offence.**
- **Damage caused while being driven by repair, towing sale or vehicle-control professionals.**
- **Any medical expense covered by any civil-liability insurance.**
- **Medical costs that, according to the Insurer, do not correspond to the facts of the Insured Event.**
- **Damage caused by Drink-Driving of the Insured Vehicle or driving of the Insured Vehicle under the influence of drugs, narcotics or psychotropic substances.**

I. LEGAL DEFENCE AND DAMAGE CLAIMS

I.1. Procedural management

The management of the cover is undertaken by the Insurer, who guarantees that any member of its staff performing the management of legal advice concerning such arrangement is concurrently working on other issues in the event the Insurer operated in several or for another entity operating in any other sector another than life, and having such person any financial, commercial or administrative bounds concerning legal defence with the Insurer, regardless such person is specialised in that subject or not.

1.2 Scope of cover

- (a) Claims for damages caused by the Insured Party

Under this cover, the Insurer undertakes, within the limits established by the law and by the SCs under this Policy, to bear legal defence and assistance costs as may be incurred by the Insured Party and/or Driver as a result of his involvement in judicial, administrative or arbitration proceedings and render services of legal, judicial and extra-judicial assistance as a consequence of a traffic accident covered by this Policy in which the Insured Vehicle participates.

This cover will not be applicable to the legal costs covered within compulsory and voluntary civil liability which, according to article 74 of the Spanish Insurance Contract Act, will be regulated by Covers A and B of the Policy. In particular, the Insurer guarantees, within the limits established in the SCs, the legal-defence costs of the Insured Party and/or Driver exclusively in consequence of his involvement in criminal, civil, administrative or arbitration proceedings in respect of a traffic accident and to furnish any bail required by a criminal court.

- (b) Claims for damages caused to the Insured Party

The Insurer shall also cover, within the limits established by the law and by the SCs under this Policy, the legal defence and assistance costs as may be incurred by the Insured Party and/or Driver in respect of amicable or

judicial claims for damages caused to the Insured Party and/or Driver and the Insured Vehicle in consequence of a car accident covered by this Contract.

I.3. Covered costs

The legal defence (H.1. (a) above) and damage claims insurance (H.1. (b) above) provided by this Policy shall cover the cost of the following:

- Rates, fees and legal costs derived from the processing of proceedings covered under this Policy;
- Lawyers' fees and expenses;
- Attorney's fees, **when required**;
- Notary Public' fees and fees for empowerment for claims, , judicial summons and other documents necessary to defend the interests of the Insured Party and/or Driver;
- Experts' fees and expenses;
- The cost of any extrajudicial or amicable claims necessary to defend the interests of the Insured Party and/or Driver.

The fees payable by the Insurer will be determined according to the guidelines of the Spanish General Council of Lawyers and, where such rules do not exist, to the rules of the Lawyers' Association of the corresponding province and within the limits contained in the SCs. These guidelines shall be considered as the maximum limit of the obligation of the Insurer.

The total fees payable in respect of any matters under this cover are limited to the sum of 1,500.00 euros per accident claim unless otherwise indicated in the SCs of this Policy.

I.4. Exclusions

In addition to the exclusions applicable to all covers indicated in Section V of the Policy Conditions, the legal defence and damage claim shall not cover the following:

- **Payment of penalties, fines imposed on the Insured Party and/or Driver and the compensation for expenses derived from sanctions to the Insured Party and/or Driver**
- **Taxes or other payments of a fiscal nature in respect of the submittal of public or private documents to official bodies.**
- **Expenses incurred from any legal counterclaim concerning matters not included in the guaranteed covers in this Policy.**
- **Any legal defence costs derived from compulsory or voluntary civil liability covered by this Policy (Covers A and B), which will be regulated by Covers A and B of these Policy.**

I.5. Free choice of legal representation

According to the procedure set out in the following paragraph 6, the Insured Party and/or Driver shall be entitled to freely appoint a lawyer of his/her choice (**provided that their involvement is legally required**) to represent and defend him/her in any kind of judicial, administrative or arbitration damages claim proceedings brought against or by him/her, in both cases in accordance with the cover provided under this Policy. The professionals chosen by the Insured Party and/or Driver will have complete freedom in the technical management of the issues entrusted to them by the Insured Party and/or Driver and in no case shall the lawyers or procurators designated by the Insured Party and/or Driver receive instructions from the Insurer. In respect of those legal professionals freely

chosen by the Insured Party and/or Driver, **the Insurer shall not be liable for any negligent action taken by those individuals or liable for the results of cases or judicial proceedings in which they are involved.**

The total fees payable in respect of any matters under this heading are limited to the sum of 1,500.00 euros per accident claim unless indicated otherwise in the SCs of this Policy. In any case, the Insurer reserves the exclusivity of the management of the previous amicable claims against the Third Party.

I.6. Procedure to follow in case of claim

a) Amicable agreement

In the event of a claim covered by this cover for legal defence and damages claim occurred, the Insured Party and/or Driver must inform the Insurer within seven days of its occurrence, provide information with regard to its circumstances and consequences. **From that moment, the Insurer shall be entitled to try to reach an amicable agreement with the claimant and/or Third Party and their insurance companies, within a reasonable period.** In any case, any amicable agreement must be accepted by the Insured Party and/or Driver for the complete settlement of the claim.

Likewise, the Insured Party and/or Driver must notify the Insurer of any out-of-court claims, lawsuits, formal complaints, judicial summons or court notifications received by the Policyholder, Insured Party, Owner, Driver or any passenger of the Insured Vehicle at the time of the road-traffic accident.

b) Absence of amicable agreement

If no amicable agreement is reached according to section H.5.(a) above (including if the Insured Party and/or Driver does not accept the proposal of the Insurer), judicial proceeding will be initiated, **provided that the Insured Party and/or Driver requests to initiate such proceedings, through one of the following procedures:**

- (i) The Insured Party and/or Driver will be offered to entrust the defence of his/her interests to the lawyers and court agents who collaborate with the Insurer.**
- (ii) As stated in Section H.4 above, the Insured Party and/or Driver may freely choose a lawyer and procurator, where necessary, to represent and defend him/her in the proceedings covered hereof, except for any proceedings in respect of compulsory or voluntary civil liability covered by this Policy (Covers A and B), which will be regulated by Covers A and B of these Policy. Before making the appointment of lawyer and procurator, the Insured Party and/or Driver will notify the Insurer of the names of the lawyers and procurator, if applicable, that she/he has chosen. The Insurer may reasonably reject the appointed professionals, and if the controversy persists, the parties will submit themselves to the arbitration set out in Clause III.6 of this Policy.**

The Insured Party and/or Driver shall inform the Insurer, when required by the latter, of the evolution of the proceedings and of the appeals to be filed, for economic control purposes of the Insurer. In case of breach of this obligation, the Insurer can reject the payment of the expenses arising from acts which cannot be proven.

If the urgent intervention of a lawyer or procurator is required before a claim can be reported, the Insurer will likewise be liable for the fees and expenses incurred for said professional services, **which are limited to the sum of 1,500.00 euros per accident claim unless indicated otherwise in the SCs of this Policy.**

I.7. Disagreement with the processing of a claim

If the Insurer reaches an amicable agreement with the claimant or his/her insurance company on the payment of certain sum of money and believes there is no reasonable chance of obtaining a better result through a judicial or arbitration procedure, notice thereof shall be given to the Insured Party and/or Driver. If the Insured Party and/or Driver does not accept this amicable agreement, he/she may continue with the judicial or arbitration proceedings, bearing its cost. However, the Insurer commits to reimburse the fees and expenses incurred, which are limited to the sum of 1,500.00 euros per accident claim unless indicated otherwise in the SCs of this Policy, provided that the Insured Party's and/or Driver's proceedings succeed over the sum initially proposed by the Insurer.

The paragraph above will also be applicable when there is no possible amicable agreement with the Third Party and the Insurer considers inappropriate to initiate a judicial or arbitration procedure.

The Insured Party and/or Driver shall be entitled to submit to arbitration any dispute that may arise between him and the Insurer in respect of the Contract and in this regard Section III.6 of the Policy shall apply. The Insured Party and/or Driver shall be entitled, within the limits agreed in the SCs, to the reimbursement of any costs incurred in legal action and appeals pursued in the event of a discrepancy with the Insurer, including arbitration, if a more favourable result has been obtained on his own account.

I.8. Conflict of interest

The Insurer undertakes to inform the Insured Party and/or Driver in the event of any conflict of interest in respect of a single accident. Under such circumstances, the Insured Party and/or Driver is entitled to freely appoint lawyers and procurators **whose fees and expenses incurred are limited to the sum of 1,500.00 euros per accident claim unless otherwise indicated in the SCs of this Policy. In such cases the Insured Party and/or Driver shall give notice in writing of such appointment to the Insurer.**

I.9. Payment of fees

The Insurer shall reimburse the lawyers' fees, in accordance with the rates recommended by the relevant professional associations for the relevant work, **to the maximum limit of 1,500.00 euros per accident claim unless otherwise indicated in the SCs of this Policy.**

All the proceedings arising from the same Insured Event will be considered as one claim.

Costs incurred in legal proceedings in any jurisdiction shall not be reimbursed if the case is won with the other party being found liable for costs. Under such circumstances, the professional(s) in question shall claim such sums from the other party in execution of the court's judgment or amicably. However, the Insurer shall reimburse such sums if

the insolvency of the other party liable for such sums is accredited. Nor shall the Insurer be liable for the costs of membership of professional association or registration of lawyers in order to obtain the necessary affiliation in the place of action, nor any travelling, accommodation or living expenses in respect thereof.

I.10. Territorial scope

This legal defence cover shall be applicable within the territory of the European Economic Area (in those signatory States of the Multilateral Guarantee Agreement) and in any of those countries for the time being and from time to time in the scope of the International Insurance Certificate (Green Card) which is annually provided to the Policyholder, other than those specifically excluded of the Green Card mentioned above.

V. EXCLUSIONS COMMON TO ALL GUARANTEES

In addition to any exclusion set out in the Policy or applicable by law in respect of any of the particular covers provided by the Policy, the following shall be excluded in respect of all covers provided by the Policy:

- **Damage intentionally caused by the Insured Party, Driver, Owner or Policyholder unless necessary.**
- **Damage caused by the use of the Insured Vehicle as an instrument for perpetrating malicious crimes against people or things.**
- **Damage caused by extraordinary risks covered by the Insurance Compensation Consortium.**
- **Damage caused by Drink. Driving of the Insured Vehicle or driving of the Insured Vehicle under the influence of drugs, narcotics or psychotropic substances.**
- **Damage caused by driving of the Insured Vehicle while not holding the permit or licence required by law or in breach of any driving ban or suspension of a driving licence.**
- **Damage caused by driving of the Insured Vehicle in breach of any law in respect of the permitted number of passengers, load weight or measurements, where such infraction has been a determining cause of the Insured Event.**
- **Damage caused by goods in or on, loaded in or on, unloaded from or transported by the Insured Vehicle, particularly but not limited to liquid petroleum gas, fuel, mineral essences or other inflammable, explosives, chemicals, toxic or corrosive waste or materials, even if caused in consequence of an Insured Event covered by the Policy.**
- **Damage caused by the use of the Insured Vehicle for industrial or agricultural tasks, exclusively while in the exercise of such tasks.**
- **Except for compulsory civil liability, damage caused by the intentional breaking of the road traffic legislation, constituting an offence.**
- **Damage caused to objects in or on, loaded in or on, unloaded from or transported by the Insured Vehicle, Accessories that are not Insured Accessories or personal possessions of the Policyholder, Insured Party, Owner or Driver or their spouses or family members up to the third degree of blood relationship or kindship.**

- **The payment of fines or penalties or the consequences of failing to pay them.**
- **Damage caused by participation in races, competitions or preparatory trials**
- **Damage caused by driving inside airport or sea-port complexes and associated premises.**
- **Except for compulsory civil liability cover [which is required], damage to the person or property of any person, (not being the Driver), who is an employee of the Policyholder, Owner, Driver or Insured Party.**
- **Damage caused by Nuclear Energy Risks in accordance with the Nuclear Energy Risks Exclusion Clause (Reinsurance) (1994) - Worldwide excluding United States of America and Canada (N.M.A. 1975a),**
- **Damage arising directly or indirectly out of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any Government or public or local authority, strike, riot and civil disturbances.**
- **Damage in the contractor's machinery and equipment not occurring on a public highway.**
- **Damage to or caused by vehicles used for military activities.**
- **Damages resulting from terrorism, other than for the legally required sum insured applying in the country of loss. In countries where a market solution or pool for terrorism risks exists (e.g. UK, the Netherlands Israel, Spain, South Africa), this insurance will not cover any liability which is able to be ceded to such a pool. This also in France for risks which can be ceded to GAREAT and in Germany for risks which can be ceded to Extremus AG. For this purpose, terrorism means an act or threat of violence or an act harmful to human life, tangible or intangible property or infrastructure with the intention or effect of influencing any government or of putting the public or any section of the public in fear.**
- **Damage to or caused by the use of the Insured Vehicle as a tram, trolleybus or where the Insured Vehicles runs on lines and/or rails.**
- **Damage to or caused by the use of the Insured Vehicle not running on terra-firma.**
- **Damage to or caused by the use of the Insured Vehicle as a vehicle which is used for the carriage of passengers for hire or reward.**

VI. EXTRAORDINARY-RISK COVER

Under the revised text of the legal statute of the Spanish Insurance Compensation Consortium, passed by the Spanish RDL 7/2004 of 29 October 2004 and as amended by subsequent legislation, the policyholder of an insurance contract that must necessarily include a surcharge in favour of the aforementioned public entity is entitled to arrange for a cover for extraordinary risks with any insurance company that meets the conditions required under the applicable legislation.

Compensations derived from claims caused by extraordinary events in Spain that affect risks located therein, and in the case of personal injury insurance, those occurring abroad if the insured party's usual place of

residence is in Spain, shall be paid by the Spanish Insurance Compensation Consortium when the policyholder has paid the corresponding surcharges and any of the following situations occur:

- a) The extraordinary risk covered by the Insurance Compensation Consortium is not covered by the insurance policy taken out by the policyholder with its insurance company.
- b) Although covered by the said insurance policy, the insurance company's obligations cannot be met because it has been declared to be in a tender process or subject to a supervised liquidation procedure or assumed by the Insurance Compensation Consortium.

The Insurance Compensation Consortium shall adjust its actions according to the Spanish Insurance Contract Act 1980 (No. 50/80 of 8 October 1980) regulating the insurance of extraordinary risks, passed by the Spanish RD 300/2004 of 20 February 2004, and supplementary provisions.

VI.1. Procedure in case of a claim in respect of an Extraordinary Risk

In the case of a claim in respect of an extraordinary risk for which the Insurance Compensation Consortium provides compensation as set out above, the insured party is required to:

- Inform the insurer that the claim has occurred, within seven days of learning of its existence.
- Keep the identity card or a photocopy of it or the VAT number of the recipient of the compensation.
- Keep the remains or scrap from the accident for the investigators to examine. Furthermore, ensure that no further damage or disappearances occur, for which the insured party shall be liable.
- Take any steps necessary to minimise the damage and prevent any new damage or disappearances from occurring, for which the insured party shall be liable.

Classification of extraordinary risks

“Extraordinary risks” refers to:

- The following natural phenomena: Earthquakes and tsunamis, extraordinary flooding, volcanic eruptions, atypical cyclones and falling heavenly bodies and aeroliths (including extraordinary winds with gusts of over 120 Km/h and tornadoes)
- Those caused violently as a result of acts of terrorism, rebellion, sedition, mutiny and riot.
- Deeds and actions by the armed forces and law-enforcement authorities during peace time.

OVERVIEW OF APPLICABLE LAW

1. Insured extraordinary events

- a) The following natural disasters: earthquakes and tsunami; extraordinary flooding, including those caused by sea forces; volcanic eruptions; unusual cyclonic storms (including extraordinary gusts of wind over 120 km/h. and tornadoes); and the fall of astral bodies and meteorites.

- b) Events of violent nature resulting from terrorism, riot, sedition or popular uprising.
- c) Facts and actions performed by the Armed Forces or by the State Security Forces and Bodies in peacetime.

Atmospheric and seismic phenomena, volcanic eruptions and the fall of meteorites shall be certified, as required by the Spanish Insurance Compensation Consortium, by reports issued by the Spanish State Meteorology Agency (AEMET), the Spanish National Geographic Institute and other relevant state organisations. In the event of social or political events, as well as in the event of damages or facts caused by the Armed Forces or the State Security Forces and Bodies in peacetime, the Spanish Insurance Compensation Consortium may collect data from the relevant jurisdictional and administrative bodies or the events that have taken place.

VI.2. Exclusions to Extraordinary Risks:

- a) **Risks that do not qualify for compensation under the Spanish Insurance Contract Act.**
- b) **Risks insured by another insurance contract, other than those including a compulsory surcharge in favour of the Spanish Insurance Compensation Consortium.**
- c) **Risks caused by faults or defects in the insured object itself, or due to the evidenced lack of maintenance.**
- d) **Risks caused by armed conflicts, even if not preceded by an official declaration of war.**
- e) **Risks derived from nuclear energy, without prejudice to the provisions of the Spanish Act 12/2011 of May 27th on civil liability for nuclear damages or caused by radioactive materials. Notwithstanding the foregoing, direct damage caused at an insured nuclear facility shall be insured if it is a consequence of an extraordinary event affecting the facility.**
- f) **Risks caused by the mere effects of time, by atmospheric agents other than the natural phenomena within the definition of Extraordinary Risks set out above, which in the case of objects that are permanently submerged in full or in part, shall be those attributable to the mere action of ordinary waves or currents.**
- g) **Risks produced by natural phenomena other than those within the definition of Extraordinary Risks set out above, in particular, those caused by rising water tables, landslides, land slippage or settling, falling rocks or similar phenomena, unless they are manifestly caused by the action of rain water which in turn would have caused a situation of extraordinary flooding in the area and have occurred at the same time as such flooding.**
- h) **Risks caused by actions produced during the course of meetings or demonstrations organised in accordance with the Spanish Act No. 9/1983, of 15 July 1983 on the right to assembly, as well as during the course of legal strikes, unless such actions may be defined as extraordinary event in paragraph 1 above.**
- i) **Risks caused in bad faith by the insured party**
- j) **Risks arising from natural disasters causing damages to the property or financial losses when the date of the policy issuance, if later, does not precede seven calendar days from the date of the insured event, unless the inability of taking out an earlier contract is evidenced due to the lack of insurable interest. This waiting period shall not apply in the event of replacement of the policy, with the same or with another insurance company,**

without continuance settlement, unless for the part in which it may be subject to an increase or a new cover.

- k) Risks occurring before the payment of the first premium or in the event that, in accordance with the provisions of the Spanish Insurance Contract Act, the cover of the Spanish Insurance Compensation consortium is suspended or the insurance is expired due to the non-payments of the premiums.
- l) In the event of damages to property, the indirect damages or losses arising from the direct or indirect damages, other than financial losses stipulated as payable by the Extraordinary Risks Insurance Regulation. Specifically, it is not included in this cover the damages or losses sustained as a consequence of the cut or alteration of the external supply of electricity, gas, fuel, or any other fluids, nor the indirect damages or losses other than the specified in the preceding paragraph, despite such alterations may derive from a source included in the extraordinary risks cover.
- m) Insured events that due to its size and seriousness may be defined as 'national disaster' by the National Government.
- n) In the event of civil liability for land vehicles, the personal damages arising from this cover.

VI.3. Deductibles

- a) In the event of direct damages, in the insurances against material property, the deductible to be borne by the Insured shall be seven per cent of the amount of the insured damages caused by an insured event. However, such deductible shall not be applied as deductible for damages caused to insured housing, a housing block or vehicles by the insurance policy for vehicles.
- b) In the event of profit loss, the deductible to be incurred by the Insured shall be the same as provided in the policy, in terms of time and amount, for damages arising from ordinary insured events of profit loss. In the event of several deductibles applicable for the cover of ordinary profit loss, the main cover shall be applied
- c) In the event of combined cover for profit damages and loss, the Spanish Insurance Compensation Consortium shall settle the deductible provided by the policy for the main cover, reduced in the applied deductible for the settlement of physical damages.
- d) No deductible shall be applied in life insurances policies.

VI.4. Extent of the cover

- 1. The cover for extraordinary risks shall extend to the same persons and properties, as well as the sums insured as those fixed under the policy of insurance taken out by the policyholder for the purposes of ordinary risks.
- 2. Notwithstanding the foregoing:
 - a) In policies covering own damage to motor vehicles, the cover for extraordinary risks by the Spanish Insurance Compensation Consortium shall guarantee the full insurable interest even if the cover under the policy is only partial.
 - b) In those events in which the vehicle does exclusively hold a civil liability policy in land vehicles, the cover of extraordinary risks by the Spanish Insurance Compensation Consortium shall guarantee the vehicle's value at the immediately previous state in which it was found before the occurrence of the insured event according to the generally accepted market purchase price.

- c) For life insurance policies, in accordance to the provisions of the contract, and applicable Spanish private insurance regulations, generate a mathematical provision, the cover of the Spanish Insurance Compensation Insurance shall make reference to the capital at risk for each insured, that is to say, to the difference between the insured amount and the mathematical provision that the insurance company may have issued shall be constituted. The corresponding amount to such mathematical provision shall be satisfied by the aforementioned insurance entity.

Notice of damages to the Spanish Insurance Compensation Consortium

1. The claim for indemnity for damages whose cover corresponding to the Spanish Insurance Compensation Consortium shall be made effective by the motive of such event by the policyholder, the insured or the beneficiary of the policy, or by any other person acting on their behalf, or by the insurance entity or insurance broker involved in the insurance arrangements.
2. The notice of the damages and the receipt of any information concerning the proceeding and the processing status shall be carried out as follows: - By a call to the Call Centre for Telephone Assistance Service of the Spanish Insurance Compensation Consortium (+34 952 367 042 or +34 902 222 665)
- By the web site of the Spanish Insurance Compensation Consortium (www.conorseguros.es).
3. Assessment of damages: the assessment of damages insured in accordance with the applicable insurance law and the provision of the policy shall be carried out by the Spanish Insurance Compensation Consortium, not being bound to the assessments that, in each case, the insurance entity would have provided to cover ordinary risks.
4. Payment of indemnity: The Spanish Insurance Compensation Consortium shall pay the indemnity to the beneficiary of the insurance by bank transfer.

The Policyholder expressly accepts each and all of the clauses of this insurance policy which imply limitations to the Insured Party's or Policyholder's rights (including conditions and exclusions to the insurance coverage). Such limitations are expressly highlighted in this Policy in bold letter in Clauses III.7, III.8, III.9, Clause IV (A.2, A.4, B.4, C.2, D.2, E.2, F.2, G.1, G.2, G.4, G.5, H2, H3, H4, H5, H6, H7, H8 y H9), Clause V and Clause VI.2. By signing below, the Policyholder expressly accepts each and all limitations included in such clauses, which are reproduced herein by reference.

Date:

Name and surname:

Passport No.:

Signature: